

# FBAS 06 04 06 - AUTO SERVICE RISKS - HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

## SCHEDULE

All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Businessowners Coverage Form. Insurance is provided only with respect to those coverages for which a specific Limit of Insurance and Premium are shown:

Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-Owned Auto Liability Insurance	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

### A. Hired Auto Liability

The insurance provided under the **Bodily Injury And Property Damage Liability** coverage applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

### B. Non-Owned Auto Liability

The insurance provided under the **Bodily Injury And Property Damage Liability** coverage applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

### C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

1. The following Businessowners SECTION II – LIABILITY exclusions do not apply:
  - b. Contractual Liability;
  - c. Liquor Liability;
  - e. Employer's Liability;
  - g. Aircraft, Auto Or Watercraft;
  - h. Mobile Equipment;
  - k. Damage To Property;

- l. Damage To Your Product;
  - m. Damage To Your Work;
  - n. Damage To Impaired Property Or Property Not Physically Injured; and
  - o. Recall Of Products, Work Or Impaired Property.
2. The following **Bodily Injury And Property Damage Liability** exclusions are added:
- This insurance does not apply to:
- a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
    - (1) That the insured would have in the absence of the contract or agreement; or
    - (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.
  - b. "Bodily injury" to:
    - (1) An "employee" of the insured arising out of and in the course of:
      - (a) Employment by the insured; or
      - (b) Performing duties related to the conduct of the insured's business; or
    - (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

    - (1) Whether the insured may be liable as an employer or in any other capacity; and
    - (2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to:

    - (1) Liability assumed by the insured under an "insured contract"; or
    - (2) "Bodily injury" to domestic "employees" not entitled to workers' compensation benefits.
  - c. "Property damage" to:
    - (1) Property owned or being transported by, or rented or loaned to the insured; or
    - (2) Property in the care, custody or control of the insured.

#### **D. Who Is An Insured**

For the purposes of this endorsement only, the Businessowners SECTION II – LIABILITY C. **Who Is An Insured** Section is replaced by the following:

#### **WHO IS AN INSURED**

- 1. Each of the following is an insured under this insurance to the extent set forth below:
  - a. You.
  - b. Any other person using a "hired auto" with your permission.
  - c. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.
  - d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under Paragraph a., b. or c. above.
- 2. None of the following is an insured:
  - a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
  - b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;

- c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### **E. Limits Of Insurance**

For the purposes of this endorsement only, the Businessowners SECTION II – LIABILITY D. Liability And Medical Expenses Limits Of Insurance Section is replaced by the following:

##### **LIMITS OF INSURANCE**

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable Limit of Insurance shown in the Schedule of this endorsement or in the Declarations.

#### **F. Changes In Conditions**

For the purposes of this endorsement only, the Businessowners Section III COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I PROPERTY AND SECTION II LIABILITY – Item H. Other Insurance Liability Section is replaced by the following:

##### **OTHER INSURANCE**

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

#### **G. Additional Definitions**

For the purposes of this endorsement only, the following definitions are added to the Businessowners Liability And Medical Expenses **Definitions** Section:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.
3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.